

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**SEVEN ONE SEVEN PARKING SERVICES  
OF MICHIGAN, INC. d/b/a HOSPITAL  
PARKING MANAGEMENT**

**and**

**Case 07-CA-147359**

**LOCAL 283, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS (IBT)**

**DECISION AND ORDER**

On October 21, 2016, Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management (the Respondent), Local 283, International Brotherhood of Teamsters (IBT) (the Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

**1. The Respondent's business**

At all material times, the Respondent has been a corporation with an office and place of business in Tampa, Florida, and has been engaged in providing parking management services and valet parking services for various parking facilities, including a facility located at 4100 John R. Street, Detroit, Michigan (John R facility).

In conducting its business operations described above during the calendar year ending December 31, 2014, the Respondent provided services valued in excess of \$50,000 for Karmanos Cancer Center at the Detroit Medical Center (Karmanos), an enterprise within the State of Michigan and directly engaged in interstate commerce.

During the above period, Karmanos has been operating a hospital providing inpatient and outpatient medical care, derived gross revenues in excess of \$250,000, and purchased and received at its facility in Detroit, Michigan, goods valued in excess of \$5000 directly from points outside the State of Michigan.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization

The Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

**ORDER**

Based on the above findings, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management, Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- a. Interrogating employees about their union sympathies.
- b. Preparing letters for unit employees to revoke union membership and the obligation to pay union dues.
- c. Soliciting unit employee signatures on a letter revoking union membership and the obligation to pay union dues.
- d. Failing to remit to the Charging Party union dues deducted pursuant to valid, unexpired, and unrevoked employee checkoff authorizations.
- e. Failing to remit to the Charging Party union dues deducted pursuant to a valid, unexpired, and unrevoked employee checkoff authorization without prior notice to the Charging Party and without affording the Charging Party an opportunity to bargain with the Respondent with respect to this conduct.
- f. In any like or related manner interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

g. In any like or related manner, failing and refusing to bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

2. Take the following affirmative action necessary to effectuate the purposes of the Act.

a. Upon request, rescind any or all changes to the terms and conditions of employment made without bargaining with the Charging Party.

b. Upon request, bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit.

c. Remit to the Charging Party the union dues it has deducted from unit employees since February 2015, with interest in accordance with Board policy.

d. Within 14 days of service by the Region, post at its John R facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 1, 2015.

e. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., January 23, 2017.

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Philip A. Miscimarra, Acting Chairman

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Mark Gaston Pearce, Member

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Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

## **APPENDIX A**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** ask you about whether you support the Union.

**WE WILL NOT** prepare letters for you to revoke your union membership and the obligation to pay union dues.

**WE WILL NOT** solicit your signature on a letter revoking your union membership and the obligation to pay union dues.

**WE WILL NOT** fail to remit to the Union your union dues that we deducted pursuant to a valid, unexpired and unrevoked employee dues checkoff authorization.

**WE WILL NOT** refuse to meet and discuss in good faith with your Union, Local 283, International Brotherhood of Teamsters (IBT), any proposed changes in wages, hours, and working conditions before putting such changes into effect for employees in the following unit (Unit):

All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters and uniform attendants employed by us and working out of the Karmanos Cancer Center at the Detroit Medical Center located at 4100 John R. Street, Detroit, Michigan; but excluding all guards and supervisors as defined in the Act.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL NOT** in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

**WE WILL**, if requested by the Union, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

**WE WILL**, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

**WE WILL** remit to the Union the union dues we have deducted from employees in the Unit since around February 2015.

**SEVEN ONE SEVEN PARKING SERVICES  
OF MICHIGAN, INC. d/b/a HOSPITAL  
PARKING MANAGEMENT**

The Board's decision can be found at [www.nlrb.gov/case/07-CA-147359](http://www.nlrb.gov/case/07-CA-147359) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

